to the land in spite of the fact that the law is perfectly well settled that land washed away by the gradual encroachment of the sea goes to the Crown. *In re Hull & Selby R. R.*, 5 M. & W. 333. Further, it maintains that as between vendor and vendee, he who was littoral owner at the time of the grant always remains so. The cases cited do not support such a doctrine, which has the effect of causing littoral rights to exist apart from the ownership of land, nor indeed can any authority for it be found. In view of the grounds of the decision, the difficulty seems to be that the court has failed to recognize that littoral rights are inseparably connected with land and can only belong to a man because he owns littoral land.

LEGAL CAUSE. — The basic principle that a man is liable only for injuries caused by his wrongful conduct involves the three elements of an injury to the plaintiff, a wrong on the part of the defendant, and causal connection between the wrong and the injury. Given the first two elements, what is to determine whether the wrong is the legal cause of the injury? The maxim, *Causa proxima non remota spectatur*, is, of itself, of no assistance. The definition of *causa proxima*, or legal cause, is one of the most disputed legal questions.

By the weight of authority the defendant's wrong is the legal cause of the injury, at least where under the surrounding circumstances the injury is such a consequence as the wrong-doer might and ought to have foreseen as likely to follow from his wrong, — in other words, when the consequence is the natural and probable result of the wrong. *Hoag* v. *Lake Shore & M. S. Ry. Co.*, 85 Pa. 293. But the better view is that this definition is not sufficiently inclusive. Shearm. and Redf. Negligence, 5th ed. § 28. It is not possible for a reasonable man to foresee all results which in fact are natural and probable, though if at the time such results had been brought to his attention he would have thought them so. *Ehrgott* v. *Mayor, etc. of New York*, 96 N. Y. 264. Hence it is necessary to add to the definition given that if a reasonable man would have foreseen that injury in some form was likely to result, and injury does result, the defendant is liable even though the precise form of the injury was not foreseen. *Hill* v. *Winsor*, 118 Mass. 251; *Christianson* v. *Chicago, etc. Ry. Co.*, 67 Minn. 94. The definition is not complete even with this addition; but without the qualification it is insufficient and not supported by the trend of authority.

The necessity of the addition is brought out by an interesting Indiana case. *Evansville, etc. R. Co.* v. *Welch*, 58 N. E. Rep. 88. The plaintiff, while standing on the platform of one of defendant's stations, was hit and injured by the body of a person who had been run over at a crossing near by through the negligence of the engineer. Following the case of *Wood* v. *Pa. R. Co.*, 177 Pa. St. 306, the court held that the demurrer to the declaration should not have been overruled since the negligence of the company was not the legal cause of plaintiff's injuries. The reasoning used in the decision is hardly logical. For the court argues that the company is not to be charged with foreseeing that death or injury to some one on the platform was likely to result from the negligence of the engineer, since the fact that large numbers of people every day use station platforms shows that reasonable men do not consider that death or injury are likely to result from standing on the platform. In other words,

the court holds that since the plaintiff did not, and could not be expected to, foresee defendant's negligence, therefore the defendant, when negligent, is not bound to foresee consequences likely to result from its negligence. But besides being insupportable on the reasons advanced by the court, the decision, both upon authority and principle, is wrong. In at least two cases where substantially the same facts raised the identical question, it has been held that the negligence of the engineer was the legal cause of the injury. *Western R. Co.* v. *Bailey*, 105 Ga. 100; *R. Co.* v. *Chapman*, 80 Ala. 615. Clearly the cases are within the rule of *Hill* v. *Winsor*, *supra*, for while it is not to be expected that a reasonable man would have foreseen that injury in this precise form was likely to result, one of the first consequences to be expec ed was death or injury to some one. Furthermore, if the negligence had caused the deceased to jump, on seeing his danger, thereby knocking the plaintiff down, upon ancient authority we know that the chain of causation would not have been broken. *Scott* v. *Shepherd*, 2 W. Bl. 892. If such had been the result, plaintiff's injuries would have been caused by the company's negligence, operating through the instinctive movement of a third person, which in the principal case the negligence operates through a force set in motion by the defendants. If the liability of the company is more clear in one case than in the other, it certainly does not seem to be in the case where the instinctive movement of a third person intervenes.

The decision that there is no liability in the principal case is caused by the rigid adherence to the "natural and probable" rule of causation, without recognizing the necessity of the qualification laid down in *Hill* v. *Winsor*, *supra*, and other cases cited. The case should have been left to the jury. If the court felt compelled to adopt the natural and probable consequence rule in its charge, the rule that the precise form of the injury need not have been foreseen should have been properly explained. See *Texas & P. R. Co.* v. *Short*, 58 S. W. 56 (Tex. Civ. App.).

THE VALIDITY OF AN ASSIGNMENT OF FUTURE WAGES. — If we regard the assignment of a future interest from the equitable standpoint, namely, as a present contract to take effect and attach as soon as the *res* of the assignment comes *in esse*, there is no difficulty in enforcing an assignment of a mere expectancy, when once that expectancy has materialized. There arises at common law, however, a difficulty which is suggested by a recent decision, holding that an assignment for a valuable consideration by an employee of his future earnings is invalid. *Silversteen* v. *Gresheimer*, Chicago Legal News, Sept. 15. To support an assignment at law the subject-matter of the assignment must have an actual or potential existence. The assignment of a mere possibility is always invalid. Consequently, it has been held that an assignment of future wages to be earned under a prospective contract of employment is void (*Mulhall* v. *Quinn*, 1 Gray, 105), though in equity such a transaction has been enforced. *Edwards* v. *Peterson*, 80 Me. 37.

Courts of law, however, do enforce assignments of future wages where such wages are to be earned under an existing contract. It is said that the present contract imports a potential existence to the future wages sufficient to support a transfer. *Wade* v. *Bessey*, 76 Me. 412. In the principal case, there was no existing contract of employment, but merely an under-